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CRIMINAL LAW—ADULTERY—EVIDENCE OF SUBSEQUENT ACTS.—The trial court, against defendant's objections, admitted evidence of his undue familiarity with the woman named in the indictment and of facts from which illicit intercourse with her might be inferred, occurring subsequent to the act of adultery charged, certain of them occurring in another State. *Held*, that where the acts were near enough in point of time or sufficiently significant in point of character to have a tendency to establish an adulterous disposition in the parties at the time of the offense charged, such evidence was properly received. *State v. Moore* (Iowa), 88 N. W. 322.

The opinion of the court notes the fact that in the earlier cases such evidence was excluded, but declares that "the later text-books and decisions recognize the ordinary course of human conduct as a proper element for consideration in such investigations." Citing: *Thayer v. Thayer*, 101 Mass. 111, 100 Am. Dec. 110; *State v. Bridgman*, 49 Vt. 209, 24 Am. R. 124; *Crane v. People*, 168 Ill. 399; *State v. Witham*, 72 Me. 531; *State v. Raby* (N. C.), 28 S. E. 490; *State v. Wallace*, 9 N. H. 515; *State v. Way*, 5 Neb. 283; *Brooks v. Brooks*, 145 Mass. 574, 1 Am. St. Rep. 485; *People v. Patterson*, 102 Cal. 239; *Com. v. Bell*, 166 Pa. 405; *Lawson v. State*, 20 Ala. 65, 56 Am. Dec. 182; 2 McClain, Crim. Law, sec. 1098.

MUTUAL INSURANCE—FAILURE TO PAY ASSESSMENT—WAIVER—SILENCE.—Where a member of a mutual insurance company made default in the payment of an assessment and nearly a year after a loss occurred made payment of the assessment to the company, which, however, was seasonably returned by it with notice of the termination of the membership of the insured, *Held*, that there had been no waiver of the forfeiture incurred by non-payment. *Hill v. Farmer's etc. Ins. Co.* (Mich.), 88 N. W. 393.

Per Grant, J :

"Defendant was guilty of no laches. Plaintiff was the party to move by paying his premium or obtaining an extension of time. Plaintiff relies upon *Elmendorph v. Insurance Company*, 91 Mich. 37, 51 N. W. 926; *Toule v. Insurance Company*, 91 Mich. 219, 51 N. W. 987. In those cases the companies had said or done things inconsistent with the idea that the policy was forfeited. In this case there is nothing but silence. Defendant had a right to keep silent, and to believe that plaintiff knew what his contract was, and that he chose to suspend it by nonpayment."

This is in accordance with the general rule of the law of insurance, that after the insurance contract is consummated, the insurer is under no obligation to notify the insured of a forfeiture which he has incurred, and that mere silence in such case will not operate as a waiver. See *Richards on Insurance*, secs. 78-79.

FRAUDULENT CONVEYANCES—JUDGMENT AGAINST GRANTOR AFTER CONVEYANCE—PRIORITY OF LIENS.—In *Foly v. Ruley*, 40 S. E. 382, the Supreme Court of West Virginia, under a statute practically identical with the Virginia statute of fraudulent conveyances, has recently made the following rulings, in the language of the syllabus by the Court :

"1. A creditor who, after his debtor has made a fraudulent or voluntary conveyance of his real estate, but before any other creditor files a bill in equity to set aside such conveyance, obtains a judgment in a court of law against such debtor, has a lien, by virtue of his judgment, upon the real estate so conveyed, from the date of the judgment, superior and prior to that of the creditor assailing the deed.